

**STIPULATION EXHIBIT A
DOCKET 2001-351**

**STANDARD SUPPORT SERVICES AGREEMENT
BETWEEN
CRC MAINE TELEPHONE COMPANY
AND
(Affiliated Interest)**

THIS AGREEMENT, made as of the dates signed below, by and between the undersigned Maine telephone company which is a subsidiary of Country Road Communications, Inc. ("Telephone Company"), and _____, an Affiliated Interest of Telephone Company, which has executed this Agreement ("Affiliate").

WHEREAS, Telephone Company, an incumbent local exchange carrier, is engaged in the business of providing telephone service, subject to the regulation of the Maine Public Utilities Commission, and Affiliate is engaged in the business of _____.

WHEREAS, Telephone Company and Affiliate may each possess assets, resources, personnel and abilities which may be required or useful in order for the other company to carry out its business.

WHEREAS, Telephone Company wishes to have the ability to provide services to Affiliate and to make use of the services of Affiliate.

WHEREAS, Telephone Company and Affiliate wish to set forth the terms and conditions for the provision of services between them.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Telephone Company and Affiliate agree as follows:

1. Services by Telephone Company. Telephone Company may provide, as needed, Support Services to Affiliate, subject to the availability of Telephone Company personnel and resources and subject to the applicable provisions of this Agreement; provided, however, that the provision of such services shall not cause Telephone Company to be responsible for policy or management decisions of Affiliate, such functions being reserved exclusively for Affiliate. In this case, Telephone Company will be the Service Provider and Affiliate will be the Service Receiver.

2. Services Provided to Telephone Company. Affiliate may provide, as needed, Support Services to Telephone Company, subject to the availability of Affiliate

personnel and resources and subject to the applicable provisions of this Agreement; provided, however, that the provision of such service shall not cause Affiliate to be responsible for policy or management decisions of Telephone Company, such functions being reserved exclusively for Telephone Company. In this case, Affiliate will be the Service Provider and Telephone Company will be the Service Receiver.

3. Support Services. Support Services provided under this Agreement may include accounting, billing and collections, budgeting, communications, engineering, financial planning and analysis, general services, employee assistance, environmental, human resources, industrial relations, information systems, internal audit, legal, public relations, purchasing, rates, real estate, regulatory services, marketing, receipt and processing of telephone inquiries and applications, and other services requested by the Service Receiver. Support Services may also include the provision, leasing or transfer of space, buildings and real estate and the provision, leasing or transfer of equipment and facilities.

4. Performance. The Service Provider shall perform the Support Services herein specified, as well as any other support services incidental to the foregoing, in a faithful, diligent and able manner, and render such reports to the Board of Directors of the Service Receiver from time to time as such shall be called for by the Board. The Service Provider shall not be liable for any loss or injury resulting directly or indirectly from Support Services rendered under this Agreement, except for any such loss or injury resulting from the gross negligence or willful misconduct of the Service Provider. In performing its duties hereunder, the Service Provider shall comply with all applicable laws and regulatory requirements now or hereafter in force.

5. Payments. On or before the 14th day after the close of each month, the Service Provider shall bill the Service Receiver and receive reimbursement or payment from Service Receiver for the Support Services on the following basis:

The Service Provider shall be entitled to be reimbursed for any costs incurred in connection with the rendering of the Support Services, as follows: (a) For Support Services which the Service Provider provides to unaffiliated third parties, the Service Provider shall bill the market rate or the applicable tariff if the Support Service is a regulated service. (b) For other Support Services, the Service Provider shall bill all of the costs it incurred in providing the Services, plus up to 10%. Costs shall be determined and allocated in a manner consistent with Telephone Company's Cost Allocation Manual, which is on file with the Maine Public Utilities Commission. Payments are to be paid to the Service Provider on a monthly basis.

6. Independent Contractor. The Service Provider is, and at all times shall be, an independent contractor and not a co-venturer, employee, representative or agent of the Service Receiver. The Service Provider shall be liable for, and shall pay, all employment, income and other taxes associated with the rendering of Support Services

hereunder, which costs shall be included in the cost of the service billed to the Service Receiver.

7. Indemnity. The Service Receiver hereby agrees to indemnify and hold harmless the Service Provider against any and all losses, claims, damages or liability, including costs of defense and reasonable attorneys' fees, that arise as a result of the rendering of Support Services hereunder and shall reimburse the Service Provider for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, damage, liability or action, except for any such loss, claim, damage or liability resulting from the gross negligence or willful misconduct of the Service Provider. The Service Provider hereby agrees, as promptly as possible after receipt of written notice of the commencement of any action against it with respect to the Support Services, to notify the Service Receiver in writing of the commencement of such action.

8. Amendment. No amendment, modification or waiver of this Agreement or any provision hereof shall be effective unless such amendment, modification or waiver shall be in writing and approved by both parties.

9. Assignment. Neither party shall have the right to assign this Agreement without the consent in writing of the other party.

10. Successors. This Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns.

11. Governing Law. It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Maine, without considering its laws or rules related to choice of law.

12. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

13. Term. This Agreement shall be effective on the dates written below, and shall remain in force for a term of five (5) years. Thereafter, the Agreement shall be automatically renewed on the same terms and conditions for successive one-year terms, provided that either Party may terminate this Agreement upon prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

(Telephone Company)

By: _____
Name: _____
Title: _____

Date

(Affiliate)

By: _____
Name: _____
Title: _____

Date

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